

## **TERMS AND CONDITIONS OF SALE ENZED BRISBANE CENTRAL**

1. Silverbit Pty Ltd (hereinafter referred to as the Company) has contracted to supply goods and services as specified only on the basis that the Purchaser (as shown overleaf) has accepted this and the following terms and conditions of sale. No variation or addition hereto shall be recognised by the Company unless it has been formally agreed in writing between the parties hereto.
2. Any special conditions on the purchaser's order forms will not form part of this contract.
3. The price of the goods and services the subject of this contract may be increased after the date the contract if there is any increase in the cost to the Company of supplying such goods and where such increase or increases had not been foreseen at the date of the contract.
4. The goods and services supplied shall where applicable be to the quality of samples supplied or to the quality specified herein. All other conditions and/or warranties implied by law or otherwise are expressly excluded. The provision of the Trade Practices Act and its amendments are expressly excluded from herefrom. The Companies liability for any breach of the aforesaid warranty shall be limited to the value of the goods supplied and then only if the goods are returned within thirty (30) days of delivery. Under no circumstances will the Company be liable for consequential loss or any other costs to the purchaser howsoever caused.
5. The Purchaser shall examine and test the said goods forthwith upon delivery. Any claim respect thereof shall be made in writing within thirty (30) days of delivery and otherwise any right to claim will be deemed to have been waived by the Purchaser.
6. Liability shall in no event exceed the Company's price to the Purchaser for the particular goods. The Purchaser shall have no claim with regard to goods which have already been processed, altered or in any way utilised by the Purchaser or where following application or installation of the goods the Purchaser does not allow the Company or its engineers the prior right of inspection. No claim shall be ground for the Purchaser withholding payment of any sum due to the Company under this or any other contract which the Company may have with the Purchaser nor shall a claim give any right to offset any payment due by the Purchaser to the Company.
7. The Company is to have the right to charge the Purchaser for all freight, packaging and other delivery costs.
8. Without limiting the generality of Clause 4 hereof, the Company shall be under no liability for consequential or other loss as a result of late delivery of goods and services howsoever occurring.
9. Delivery may be made in instalments and each instalment will be deemed as a separate contract. Save as might be otherwise agreed in writing by the Company payment for goods is due by the 30<sup>th</sup> day of the month following the date of delivery by the Company to the Purchaser. The Company reserves the right to charge interest at a rate specified from time to time on all overdue accounts and until otherwise specified by the Company the interest rate applicable for this purpose shall be 2% per calendar month. If at any time the Purchaser is in default the Company also reserves the right to defer further deliveries until such default is remedied and to require cash for such deliveries. The Company further reserves the right to further suspend deliveries if in the opinion of the Company the Purchasers credit standing becomes impaired or is deemed unsatisfactory.
10. The Company's fittings and goods (protected by design registration) are specifically manufactured for attachment to and used in conjunction with only the type of hose and fittings specified by the Company in its catalogues and otherwise from time to time and the use of other hose types or assembly other than in accordance with the Companies catalogue or other requirement may result in unsatisfactory performance or damage to the goods or equipment to which they are attached. Under no circumstances will the Company be liable for any loss or damage caused as a consequence of failure to install fittings in accord with such catalogue or other requirements.
11. The ownership of the goods the subject of this contract shall pass to the Purchaser as soon as all monies due in respect of such goods shall have been paid by the Purchaser to the Company. Until all such monies have been paid to the Company the Purchaser shall:
  - (i) keep the aforesaid goods segregated from his own property; and
  - (ii) immediately deliver the aforesaid goods to the Company if the Company shall at any time request the Purchaser so to do.
12. The Purchaser undertakes to pay the Company on demand all collection costs (including solicitor's costs) expended in recovering payment of any moneys owing under this contract.
13. This contract shall be construed in accordance with the laws of Australia.
14. All communication to the Company should be addressed to the Franchisee, Enzed Brisbane Central Service Centre, P.O, Box 41 HAMILTON QLD 4007.